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May 19, 1993

3-139A014

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

RECORDATION NO. 15834-1A FILED 1425

MAY 19 1993 11:40 AM

Attention: Mildred Lee

INTERSTATE COMMERCE COMMISSION

MAY 19 11 29 AM '93
MOTOR OPERATING UNIT

Dear Ms. Lee:

Enclosed for filing recordation with the Commission is an original of the document described below to be recorded under Section 11303 of the Interstate Commerce Act, 49 U.S.C. § 11303.

This document is an INDEMNITY AGREEMENT, dated May 1, 1993, between Emergent Group, Inc., successor by name change to NRUC Corporation (Lessor), and Interail, Inc. (Lessee). The primary document to which this document is connected is Recordation No. 15834.

The names and addresses of the parties to this document are as follows:

LESSOR: Emergent Group, Inc.
233 North Main Street, Suite 350
Greenville, SC 29606

LESSEE: Interail, Inc.
One Foxfield Square, Suite 200
St. Charles, IL 60174-5732

The equipment covered by this document is fifteen (15) boxcars bearing NOKL markings.

This document should be indexed as:

Indemnity Agreement, dated May 1, 1993, between Emergent Group, Inc. (Lessor) and Interail, Inc. (Lessee).

Charles J. McCarthy

- 2 -

Please find enclosed a check in the amount of \$16.00 as the filing fee required by 49 C.F.R. 1177.3.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew P. Goldstein". The signature is fluid and cursive, with the first name "Andrew" and last name "Goldstein" clearly distinguishable.

Andrew P. Goldstein

Enclosures

APG/rmm

Interstate Commerce Commission

Washington, D.C. 20423

5/19/93

OFFICE OF THE SECRETARY

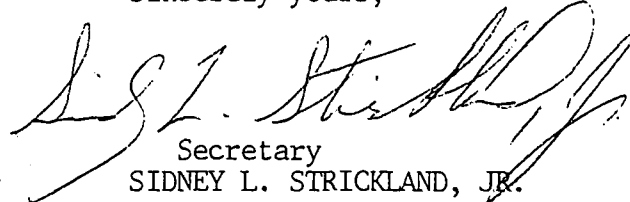
**Andrew P. Goldstein
Counsel**

**McCarthy, . . Sweeney & Harkaway
1750 Pennsylvania Avenue N.W.
Washington, D.C. 20006**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/19/93** at **11:40am**, and assigned recordation number(s). **15834-A**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

214-1*

RECORDATION NO. 15834 A FILED 1425

MAY 19 1993 11:40 AM

INDEMNITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Agreement is made and entered into as of the 1st day of May, 1993 between Emergent Group, Inc. ("Emergent"), a South Carolina corporation, and Interail, Inc. ("Interail"), a Kansas corporation.

WHEREAS, on August 1, 1988, NRUC Corporation ("NRUC"), whose corporate name has been changed to Emergent, entered into a certain lease of 15 railroad boxcars pursuant to the Lease filed with the Interstate Commerce Commission on September 23, 1988 under Recordation No. 15834 (the "August 1, 1988 Lease"), bearing the marks NOKL 88290-88304, inclusive (the "CARS"), to TEMCO Corporation ("TEMCO") for an initial term commencing on or about October 31, 1988 and ending five years thereafter;

WHEREAS, on September 12, 1988, TEMCO leased the Cars to Interail (the "September 12, 1988 Lease") for an initial term of five years commencing on or about October 31, 1988 and ending five years thereafter;

WHEREAS, Emergent has informed Interail that TEMCO is in default under the August 1, 1988 Lease and has been so advised by Emergent;

WHEREAS, Emergent asserts that it is entitled to possession of the CARS and all rentals arising from the use of the CARS effective immediately; and

WHEREAS, Interail desires to retain possession of the CARS notwithstanding any default by TEMCO of the August 1, 1988 Lease;

WHEREFORE, the parties agree as follows:

1. Interail will pay to Emergent the sum of \$280.00 per month as rental for each of the CARS, payable in advance, commencing as of May 1, 1993.
2. Interail will continue to be responsible for its obligations under the September 12, 1988 Lease and will recognize Emergent as the lessor thereunder, and Emergent hereby assumes the obligations of lessor under the September 12, 1988 Lease.
3. Emergent may assert against Interail all remedies available to TEMCO under the September 12, 1988 Lease if Interail defaults in its obligations to Emergent created by this Agreement.

4. Emergent agrees to indemnify Interail against, and to hold it harmless from, all claims made by, or judgments entered in favor of, TEMCO arising from the termination of rental payments by Interail to TEMCO under the September 12, 1988 Lease, including costs and reasonable attorney's fees; provided, however, that Interail shall give Emergent prompt notice of any such claims and Emergent shall have the option to defend such claims at its sole expense. If Emergent exercises that option, Interail will cooperate fully with Emergent.
5. Emergent agrees that the options of Interail to extend its lease or purchase the CARS pursuant to Paragraph 26 of the September 12, 1988 Lease shall remain unchanged except that the requirement of notice is reduced from 180 days to thirty (30) days.
6. Interail represents to Emergent that, as of April 30, 1993, it was not in default under the September 12, 1988 Lease.

IN WITNESS WHEREOF, Emergent and Interail have each caused this Agreement to be duly executed all as of the date first above written, and the undersigned signatories each hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

EMERGENT GROUP, INC.

By: Robert S. Davis
Title: Vice President
Date: May 17, 1993

INTERAIL, INC.

By: Richard T. Seymour
Title: President
Date: May 14, 1993

ATTEST

Theresa H. Harty
up lkt. 5/14/93

ACKNOWLEDGMENTS

State of South Carolina)
County of Greenville) ss.

On this 17th day of May, 1993, before me personally appeared Robert J. Debra, to me personally known, who, being by me duly sworn, did say that he is a Vice President of EMERGENT GROUP, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

Linda J. Bourne
Notary Public

My commission expires:
MY COMMISSION EXPIRES 5-8-1996

State of Illinois)
County of Cook) ss.

On this 14th day of May, 1993, before me personally appeared Richard E. Seymour, to me personally known, who, being by me duly sworn, did say that he is a President of INTERAIL, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



[Signature]
Notary Public

My commission expires: